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#### Contract Database Metadata Elements

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Chenango Forks Central School  
District And Chenango Forks  
Teachers Assn

## **AGREEMENT**

*Between*

**CHENANGO FORKS TEACHERS ASSOCIATION**

**-and-**

**CHENANGO FORKS CENTRAL SCHOOL DISTRICT**

7/1 1998-2001<sup>6/30</sup>

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## **ARTICLE 1**

### **DEFINITIONS**

- 1.1 "Board" shall mean the Board of Education of Chenango Forks Central School District.
- 1.2 "Superintendent" shall mean the Superintendent of Schools of Chenango Forks Central School District.
- 1.3 "Association" shall mean the Chenango Forks Teachers Association.
- 1.4 "Contract" or "Agreement" shall mean this Contract.
- 1.5 "Long Term Substitutes" as defined in Article 16.1
- 1.6 "Nurses" shall mean hourly, civil service employees licensed as Registered Nurses and serving in that capacity.
- 1.7 "Bargaining unit" shall be defined as all professional teaching faculty, registered nurses, and long term substitutes in the Chenango Forks Central School District excluding the superintendent, assistant superintendent, principals, assistant principals, itinerant substitutes, and Director of Computer Services.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

#### **Section 2.1 - Purpose**

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this Contract.

#### **Section 2.2 - Definitions**

- 2.21 "Grievance" shall mean allegations or claims of misinterpretation or misapplication of the terms and conditions of the Contract.
- 2.22 The term "aggrieved party" includes any individual, group of individuals covered under the terms of this Contract or the Association.

- 2.23 "Immediate supervisor" means the building administrator to whom the bargaining unit member is directly responsible. If the subject of the grievance is such that it crosses buildings or is district-wide, the immediate supervisor shall be the Superintendent.
- 2.24 "Days" shall be bargaining unit member working days.
- 2.25 "Representative" means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Teachers Association. Said individuals shall be limited to two (2) persons unless mutually agreed upon.

### **Section 2.3 - Grievance Procedure**

- 2.31 Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved party, a concise statement of alleged violation, the specific provision(s) of the Contract to which the grievance applies, and the kind of action the aggrieved party desires the District to take to remedy the situation and shall be signed by the aggrieved party.
- 2.32 All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent.
- 2.33 Implementation of this grievance procedure shall be free from interference, coercion, restraint, discrimination, or reprisal.
- 2.34 The number of days at each stage will be considered as maximum, except when by mutual agreement the time limits are extended.
- 2.35 A grievance must be initiated within twenty-five (25) days of the event or interpretation which gives rise to the bargaining unit member's complaint. Grievances filed later than this interval must include a statement in writing explaining the delay in terms which in the grievant's opinion make the time limitation inapplicable.
- 2.36 If a decision at any stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 2.37 The time limits specified for each stage in this procedure shall be measured from the date of receipt of the written document.

- 2.38 The aggrieved party shall have a right to representation at all stages of the grievance procedure as defined in 2.25.

**Section 2.4 - Grievance Stages**

2.41 Stage I - Immediate Supervisor

- (1) The aggrieved party who alleges a violation under the terms of this Contract will first discuss the matter informally with his immediate supervisor, within twenty-five (25) days of such alleged violation, with the objective of solving the matter satisfactorily.
- (2) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved bargaining unit member within five (5) days of the informal conference.
- (3) Within five (5) days after the written grievance is presented to the immediate supervisor, s/he shall submit a written statement to the aggrieved party.

2.42 Stage II - Superintendent

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Superintendent within five (5) days of the written answer. However, if the supervisor at Stage I was the Superintendent, the grievance shall be appealed within twenty-five (25) days of his/her written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.
- (2) The Superintendent or his/her designee will conduct a hearing with the aggrieved party within ten (10) days after receipt of the appeal.
- (3) The Superintendent shall render a decision in writing to the aggrieved party within five (5) days after the conclusion of the hearing.

2.43 Stage III - Board

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage II, an appeal may be filed with the Board of Education within five (5) days of the receipt of the Stage II reply.

- (2) The Board will conduct a hearing on the grievance within fifteen (15) days after receiving the appeal.
- (3) The Board shall render a decision on the grievance, in writing, within ten (10) days of the hearing date.

#### 2.44 Stage IV - Binding Arbitration

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at the third stage, the Association may submit the grievance to arbitration by written notice to the Board of Education and American Arbitration Association within 30 school days from the conclusion of the third stage.
- (2) The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (3) The arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing, or if hearings have been waived, then 30 calendar days from the date that the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The arbitrator's decision shall be final and binding.
- (4) The arbitrator shall not alter or annul or otherwise disregard any provision of this contract. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract.
- (5) Each party shall bear its own costs related to the grievance and arbitration procedure and the costs of the services of the arbitrator will be shared equally by both parties.

### **ARTICLE 3**

#### **NEGOTIATION PROCEDURES**

- 3.1 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable date will be set not more than fifteen (15) work days following such request. Such request is to be made on or before April 1 of the Contract expiration year.

- 3.2 At the first negotiation meeting, the parties shall discuss ground rules and exchange proposals.
- 3.3 No additional proposals will be submitted by the parties after the second negotiating meeting.
- 3.4 Negotiation meetings are to be held normally outside of school hours. When it becomes necessary by mutual consent to conduct negotiations during school hours, the District shall grant leave with pay and without charge to personal leave and the Association shall bear the expense of providing substitutes for the negotiating bargaining unit members.
- 3.5 As soon as practicable each item tentatively agreed to shall be reduced to writing, dated, initialed by the chief spokesman for each party, and a copy given to each party.
- 3.6 This agreement constitutes the full and complete commitments of the Chenango Forks Central School District to the Chenango Forks Teachers Association and the Chenango Forks Teachers Association to the Chenango Forks Central School District whether or not any item contained in this agreement was known or should have been known, or was or was not discussed by the parties at the moment when they entered into this agreement.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

#### **Section 4.1 - Dues Deduction**

- 4.11 The Superintendent agrees to deduction from the salaries of employees, dues for the Chenango Forks Teachers Association, upon presentation of dues deduction authorization cards signed by individual employees and to transmit the monies promptly to said Association.
- 4.12 As soon as possible after the start of the school year, the District shall provide the Association a listing of employees paying dues. Upon receipt of a request for termination of dues payment the Association shall be promptly notified.
- 4.13 Dues deductions shall commence no later than the first payroll in October and shall be in installments as near to equal as fits the employees method of pay.



## **Section 4.2 - Agency Fee**

- (a) The District shall deduct an Agency Fee from the paycheck of each member of the bargaining unit represented by the CFTA. This deduction shall commence with the first pay period in October.
- (b) The District will remit the amount of such Agency Fee in the same manner as local association dues.
- (c) The CFTA will initially notify the District, as to the total amount of the Agency Fee to be deducted, by October 1st of each year.
- (d) Should an employee commence service in the District after the start of the Agency Fee deduction, the Agency Fee due will be pro-rated and divided equally among the remaining paychecks in the school year.

4.3 The District shall make a payroll deduction for the NYSUT Benefit Trust for those bargaining unit members who authorize such.

4.4 The District will also make payroll deductions for tax sheltered annuities. A list of current companies will be maintained by the school district's business official.

Any company not represented on the current list wishing to provide tax sheltered annuities to unit members may do so only after demonstrating a commitment of five (5) or more employees willing to purchase tax sheltered annuities with them. If a new employee comes to the District already represented by a company not noted on the District's tax sheltered annuity list, the company will be added to the District's tax sheltered annuity list.

## **Section 4.5 - Direct Deposit**

The District will make available direct deposit for bargaining unit members at the following institutions:

Binghamton Savings Bank  
Chase-Manhattan Bank  
Key Bank  
Marine Midland Bank  
Visions Credit Union  
Broome County Teachers Federal Credit Union

A minimum of five (5) bargaining unit members is needed to offer a particular financial institution for direct deposit to occur.

The District has the prerogative not to offer direct deposit to any financial institution that will result in a cost to the school district regardless of the number of bargaining unit members who request the service, e.g. courier service, wire transfers, etc.

## **ARTICLE 5**

### **ASSOCIATION ACTIVITIES**

#### **Section 5.1 - Use of District Facilities**

5.11 Privileges of the Association are:

- (1) Use of the District's inter-school mail system for official Association business. Distribution and sorting of materials will be the responsibility of the Association's building representative.
- (2) A Bulletin board shall be available in each bargaining unit members lounge for use by the Association and Faculty. In buildings where such facilities are not available, the Building Principal will arrange for such postings as requested by the Association but in such locations as to be not conspicuous to students.
- (3) Use of school facilities for meeting purposes as prescribed by District policy and administrative regulation. Requests for use of building facilities are to be filed with the administrator of the building in which the meeting is to be held in a timely fashion and in writing. If the building is to be used at a time other than when it is staffed by a custodian, the Association will pay the overtime cost for a custodian.

#### **Section 5.2 - Association Leave**

5.21 Association officers and/or appointed representatives may have up to an aggregate total of six (6) days during the regular school year for attendance at regional meetings called by the State Education Department to discuss education matters, at regular lobbying meetings for matters pertaining to State aid, or education budgets and for meetings that the parties mutually agree are to their benefit. No more than two (2) individuals may be absent for such business at any one time. Absence under this provision will not be charged against other "Leave" provisions. When this leave is to be used, the Association President, or authorized member, is to submit a

notification, in writing, to the Superintendent or his designee listing the name(s) of the person(s) to be absent. This notification is to be submitted at least two (2) full school days prior to the absence, except under extenuating circumstances.

5.22 Attendance of the Association President and up to two (2) elected-representative to the NYSUT Representative Assembly will be allowed without loss of pay, not to exceed a total aggregate maximum of three (3) days for each person attending. Notification procedure shall be the same as in 5.21. The Association will pay for the cost of the substitutes in this instance.

5.23 Association members required to testify in legal proceedings on behalf of the Association, which are scheduled during school hours, shall be allowed leave in excess of other provisions of this Agreement. In the case of a grievance hearing the grievance chairperson shall be allowed to participate exclusive of those testifying.

5.24 The President of the C.F.T.A. shall be given consideration as to the assignment of supervisory duties and additional space requirements.

Said considerations may include but are not limited to relief from supervisory duties during tenure of office and the providing of specific space for a C.F.T.A. office.

Said consideration shall be a function of available space and the needs and scheduling variations of each building.

## **ARTICLE 6**

### **ABSENCES AND LEAVES**

#### **Section 6.1 - Sick Leave Days**

6.11 All those who were members of the bargaining unit as of 9/1/85 shall receive sick leave as follows:

First 3 years of employment - 10 days each year.

Upon being appointed to a fourth year - 15 days per year.

6.12 Those who become members of the bargaining unit after 9/1/85 shall receive sick leave as follows:

First 3 years of employment - 10 days each year.

Upon being appointed to a fourth year - 12 days per year.

6.13 Sick days can accumulate to 250 days.

- 6.14 Unit employees who have shown a pattern of sick leave use on the day before and/or the day after a holiday or recess and use a sick day on the day immediately preceding or following a holiday or recess, may be required to furnish a doctor's statement for such illness in order to be paid for said day. Such requirement is waived for continuing illnesses.
- 6.15 Sick days used for family illness shall be designated as such when notification is given to the District. A maximum of 8 sick days or 20% of the teachers individual sick leave accumulation, whichever is greater, can be used for illness in the family. Said days shall be charged to the individual's personal sick leave accumulation. Additional days may be granted at the discretion of the superintendent for serious illness or serious accidents. Family shall be defined as per definition of 6.22.

### **Section 6.2 - Bereavement**

- 6.21 Up to three (3) days may be used for each death in the immediate family of the bargaining unit member.
- 6.22 Immediate family means: spouse, children, parent, mother-in-law, father-in-law, brother, sister, grandparent, or other person who has served in a parental relationship (who raised the employee and in whose home the employee lived) to the unit member.
- 6.23 Employees covered by this Agreement who use this section on the day immediately preceding or following a holiday or recess may be required to provide satisfactory proof in order to be paid.

### **Section 6.3 - Professional Purposes**

- 6.31 Absences with pay may be allowed if recommended by the Superintendent and approved by the Board for educational conferences, trips involving school business, and visiting other educational institutions. Bargaining unit members requesting such leave shall submit a request for such leave, to include an itemized estimate of expenses. Bargaining unit members shall be reimbursed for such provision. Employees shall be notified of the District's consent or refusal.
- 6.32 Employees covered by this agreement may apply for paid leave to leave school early to attend classes required for certification if approved by the Superintendent or his/her designee. Requests to the Superintendent for this consideration shall be in writing and set forth

all pertinent information. This time, if granted, will not be charged to any other leave provision.

#### **Section 6.4 - Personal Leave**

- 6.41 All bargaining unit members will receive two (2) days personal leave, without reason, per year for the first three (3) years of employment. Upon being appointed to a fourth year, all bargaining unit members will receive an additional three (3) personal days, with reason, thus making a total for these employees of five (5) days.
- 6.42 Personal leave shall be requested in writing at least two school days in advance, except under extenuating circumstances.
- 6.43 Personal Leave will not be requested for the day preceding or the day following a school recess, including the first student day, except for extenuating business reasons (ex. house closing, legal proceedings, etc.). Requests for said days will require reason and documentation and will be forwarded for approval to the Building Principal who will in turn forward it to Assistant Superintendent.
- 6.44 Teachers may leave the building during non-instructional time with the permission of the building administrator subject to the following:
1. Fifteen (15) minutes or less - no charge to personal leave.
  2. More than fifteen (15) minutes - teachers will be charged personal leave time in fifteen (15) minute intervals.
  3. Said teachers shall sign in and out.
- 6.45 Unused personal leave days up to three (3) per year, will be applied to the bargaining unit members' sick leave accumulation.
- 6.46 Personal days with reason and without reason can be taken in any order.

#### **Section 6.5 - Jury Duty**

Personnel summoned for jury duty during the school year shall make an effort to postpone such duty to times when school is not in session. Should such request be denied and the employees are summoned to jury duty, said employees shall continue to receive their regular pay for the period. Said employees shall reimburse the District any compensation received from the court minus amounts

paid, if any, for mileage and meals. Salary continuance requires submission of the following documents to the superintendent's office:

- (1) Court summons or Notice must be presented to the District within two (2) workdays of receipt of notification by the bargaining unit member.
- (2) Clerk of court record
- (3) Other appropriate proof.

#### **Section 6.7 - Summer Work/Study Program/Sabbatical**

- 6.71 Teachers participating in district initiated staff development (e.g. curriculum writing, inservice training) shall be paid at a rate of \$12.00 per hour for 1998-99 and \$13.00 per hour for 1999-2001. The Superintendent or Assistant Superintendent will determine program areas that need review and/or revision.
- 6.72 The District will consider meritorious applications for one-half and full year sabbaticals.

#### **Section 6.8 - Child Care Leave**

- 6.81 A leave of absence without pay will be granted for either one (1) or two (2) semesters at the request of and discretion of bargaining unit's members for the care of their newborn child or newly adopted preschool age child or seriously ill preschool age child. Additional semesters may be granted at the District's discretion. (Any part of a semester shall constitute a full semester i.e. a leave beginning in May until the end of school in June would count as a semester for purposes of this article.) A semester shall be defined by the end of the 20 week marking period as used in the High School, and the end of the school year in June.
- 6.82 Bargaining unit members shall give two (2) months notice, except under extenuating circumstances or in the case of adoption, of the intent to utilize said leave.
- 6.83 The district reserves the right to allow a teacher to return at a time other than the beginning of a semester.
- 6.84 A bargaining unit member who becomes disabled due to pregnancy shall have said disability treated in the same manner as any other disability as regards the utilization of sick leave days.

## **Section 6.9 - Unpaid Leaves of Absence**

Bargaining unit members, except for long-term substitutes, may, at the discretion of the Board be granted an unpaid leave of absence of up to two (2) years duration. Said leave shall commence at the beginning of a semester and conclude at the end of a semester.

## **Section 6.10 - Sick Leave Bank**

- 6.101 The purpose of the Sick Leave Bank is to provide for extended sick leave for the bargaining unit member who suffers a serious illness or serious accident requiring a convalescence thereby exhausting his/her sick leave.
- 6.102 An eligible employee (See (1) and (2) below) who wishes to join the bank shall notify the District in writing that he/she is contributing one (1) day of accumulated sick leave to the bank. The District will include an authorization form with the salary notice that is sent to bargaining unit members. Said notification shall be returned to the District no later than the end of the first full week of the school year. The District will deduct same from the employee's accumulation.
- (1) An employee must have one year continuous service in order to participate.
  - (2) Employees with no accumulated sick leave at the beginning of the school year cannot become members unless they have at least three (3) years previous service, or have suffered a serious illness which depleted their accumulated time during the preceding year.
- 6.103 When the sick bank accumulation falls below 100 days, each eligible bargaining unit member (see (1) and (2) above) shall again authorize the District (as in 6.102) to deduct one additional day to replenish the bank.
- 6.104 Written requests for utilization of sick bank days by an individual bargaining unit member shall be accompanied by a doctor's statement. The request shall be submitted to either member of the Sick Bank Committee. Approval of the use of sick bank days shall be made by a committee composed of one (1) administrator appointed by the superintendent and one (1) association member appointed by the president of the association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year.

The Sick Bank Committee will provide each applicant with a written response to their request. The decisions of the committee shall be final and binding upon all parties with respect to the administration of the sick leave bank. The decisions of the committee will not fall under the scope of the grievance procedure.

- 6.105 In the event that the Sick Bank Committee cannot reach agreement on the disposition of a case, a neutral, mutually agreeable community member of the Chenango Forks Central School District will be selected to participate in the decision-making process. The resulting vote of the three (3) member committee will be final and binding. The neutral party will not become a permanent member of committee but the same neutral individual may be utilized more than once if mutually agreeable.
- 6.106 Withdrawals will be limited to a total of sixty (60) days. When a bargaining unit member's absence extends beyond the sixty (60) days coverage, the bargaining unit member may then reapply to the Sick Bank Committee for further coverage.

#### **Section 6.11 - Fractional hours**

- 6.111 For the purpose of this Article only, the regular work day shall be considered seven (7) hours. The use of this time for any leave provision shall be computed in one-quarter (1/4) hour periods.

### **ARTICLE 7**

#### **DISCHARGE**

No bargaining unit member shall be dismissed without the opportunity of a full hearing before the Board of Education. Such hearing will be conducted in such a manner as to provide the employee with representation, the right to present witnesses and evidence and the right to cross-examination. This clause shall in no way impinge upon those rights granted the Superintendent and the Board by Education Law as to Probationary bargaining unit members and the granting of tenure. This clause is in no way intended to be a waiver of tenured bargaining unit members' rights under Education Law, specifically in reference, but not limited to, Sections 3020 and 3020-a.



## **ARTICLE 8**

### **INSURANCE**

#### **Section 8.1 - Health Insurance**

- 8.11 The district will offer the employees coverage under the Blue Cross/Blue Shield of Central New York Regionwide Option II/Super Blue Health Insurance Plan. The district will contribute 85% of the Blue Cross/Blue Shield of Central New York Regionwide Option II/Super Blue Health Insurance Plan.
- 8.12 It is further understood and agreed that there shall be included in the Plan:
- (1) retired employees [past and future (see exception under (3) below) in the Plan at the 100/75 participation rate (exclusive of those retirees who accept employment wherein they have equal or better health care coverage).
  - (2) surviving spouse and dependents (as defined in the Internal Revenue Service Code) are coverable through payment by said spouse or dependent of 100% of the cost of the plan.
  - (3) Employees hired after 10-1-92 shall have their health insurance at retirement covered as follows: after a minimum of 10 years of service, bargaining unit members will earn 4%/year of full-time service, pro-rated for part-time service, not to exceed 80% of individual coverage or 2.5% per year of full-time service not to exceed 50% of family coverage/premium. All service is to be CFCSD (or predecessor district( only in the event of merger)) service.
- 8.13 Said Plan shall include Major Medical maximum deductible of \$50 per individual and \$150 per family. The prescription drug copay shall be \$4 for brand name drugs and \$1 for generic drugs.
- 8.14 The District agrees that it will not take the future position that Section 8.13 of this article is a non-mandatory nor prohibited subject of bargaining in an effort to eliminate or diminish said provision.

#### **Section 8.2 - Dental Insurance**

The district will offer the employees coverage under the Blue Shield Basic coverage, Plan A Supplemental Basic, Orthodontics rider, and Prosthetics rider. The district will contribute 85% of the cost.

### **Section 8.3 - Flexible Spending Plan**

The District and Association agree to implement a Flexible Spending Plan. The conditions are as follows:

1. Sieba is the plan administrator.
2. The cost for each spending account participating member is \$2.90 per month.
3. Automatic health and dental insurance premium conversion unless employee opts out.
4. Payroll withholdings will be evenly withheld.
5. Medical spending account maximum \$1,500.00.
6. Dependent care spending account maximum \$5,000.

## **ARTICLE 9**

### **CLASS SIZE**

In order to maintain quality education, the state recommendations for class size are acknowledged as desirable goals.

## **ARTICLE 10**

### **WORKDAY**

#### **Section 10.1 - Preparation Time**

10.11 Bargaining unit members will be assigned the following minimums for preparation time:

- (1) High School Bargaining unit members: one period per day
- (2) Middle School bargaining unit members: one period per day
- (3) Elementary bargaining unit members: average 45 minutes per day over the work cycle
- (4) Preparation time as outlined above is not intended for "non-traditional teachers" (i.e. Guidance, School Psychologists, Social Workers and Secondary Librarians). Said "teachers" shall be given a break each morning and afternoon.

#### **Section 10.12 - Department Chairpersons**

In each department which has at least six (6) full time members (including the department chairperson), duties may be assigned at the discretion of the administration in one of the following manners:

five (5) class periods  
one (1) preparation period  
one (1) period for the purpose of completing specific department  
chairperson responsibilities

or

four (4) class periods  
one (1) preparation period  
one (1) duty period  
one (1) period for the purpose of completing specific department  
chairperson responsibilities

or

four (4) class periods  
one (1) preparation period  
one (1) period for the purpose of completing specific department  
chairperson responsibilities.

- 10.13 No more than four (4) elementary teachers from each building will be assigned preparation time either from 8:30 to 9:00 a.m. or 2:50 to 3:20 p.m. each school year. Preparation periods during these two specified times will be assigned on a rotating basis so that no individual teachers can be assigned for two (2) consecutive school years.

It is further agreed that prep time cannot be assigned under any circumstances in blocks of time less than 30 minutes unless mutually agreed upon by the C.F. School District and C.F.T.A.

It is further agreed that the assignment of prep time from 8:30 - 9:00 a.m. or 2:50 to 3:20 p.m., as stated above, means that prep time can be assigned in only one of the two time slots. Either 8:30 - 9:00 a.m. or 2:50 - 3:20 p.m. but not both.

### **Section 10.2 - Duty Free Lunch**

All bargaining unit members shall have a duty free lunch period. Said lunch period shall be a function of each individual building schedule and may therefore be longer than 30 minutes but may not be less than 30 minutes. Teachers may leave the building during their respective lunch periods with no charge to personal time. All members are expected to follow the lunch period sign in and out procedures established in each building.

## **Section 10.3 - Workload**

### **10.311 Secondary Workload**

10.3111 The standard workload for secondary teachers shall be five periods of instruction plus one period of supervision. If the District desires to assign a sixth class to a teacher(s), the District must get the agreement of said teacher(s). Said teacher(s) shall be made aware of this provision by the District. Such additional assignment will be discussed with the Association prior to implementation and will not carry over for that individual teacher(s) after one year. This provision will also not preclude the District from assigning six classes to the secondary school physical education teachers.

10.3112 As an alternative workload, Middle School teachers may be assigned the following:

- 5 teaching classes
- 1 individual preparation period
- 1 team preparation period

The day will also include a ninety (90) minute block which will be divided as follows:

- 1 - 30 minute teacher lunch
- 1 - 30 minute team time (teachers and students)
- 1 - 30 minute duty (e.g. study hall, lunch duty or detention.)

10.312 In the event the District assigns or a teacher volunteers for a work load assignment between five (5) and six (6) classes, a duty assignment may be given on the day(s) or semester where six (6) classes are not being taught.

### **10.313 Physical Education**

10.3131 Physical education teachers may be assigned five (5) classes plus one (1) supervisory assignment or six (6) classes (or their equivalent in the elementary) per day.

10.3132 Said teachers may be assigned additional supervisory duties (see 10.3131 above) under extenuating circumstances.

10.3133 This class assignment in the physical education department (see 10.3131 above) will not be used to reduce physical education staff. This section will not preclude reductions as a result of declining enrollments or as a result of physical education requirements being reduced by the State Education Department.

- 10.321 If the District cannot get someone to voluntarily agree the District will have a right to assign a sixth class with the concomitant relief of all supervisory assignments. The maximum number of "6th classes" that can be assigned in any one department are two sections. A teacher cannot be assigned a 6th class two successive years. Teachers may also volunteer for a sixth class with no supervisory assignment.
- 10.322 If a teacher is assigned a class load between five (5) and six (6), the applications of this section will be based on the following examples:  
(A) 5.5 for two teachers counts as one 6<sup>th</sup> class assignment.  
(B) 5.5 for four teachers counts as two 6<sup>th</sup> class assignments.
- 10.33 All other practices of the parties with regard to workload shall remain as per the parties past practice.
- 10.34 The District and the Association acknowledge the 15 minute reading period in the middle school. It is not to be counted as a class for purposes of workload.
- 10.35 The District and the Association acknowledge the 14 minute reading period in the high school. It is not to be counted as a class for purposes of workload.
- 10.36 For each period a part-time teacher is assigned to teach; that teacher may be scheduled for a maximum of 1/6 of a period of preparation time, 1/6 of a period of lunch time, and 1/6 of a period of supervisory duty.

#### **Section 10.4 - Workday**

- 10.41 The workday of elementary teachers shall be 7 hours and 5 minutes. The 20 minutes of additional time added to the elementary teacher workday, effective 9/1/92, could be used for meetings and professional development. Said time shall not be used to extend the scheduled pupil day.
- 10.42 The workday for secondary teachers shall be 7 hours and 20 minutes.
- 10.43 This section shall not prevent secondary teachers from leaving at the traditional leaving time on Fridays when no meetings are scheduled.

10.44 1/2 Day Schedule for purposes of Leave Time

1/2 Day shall be as follows:

H.S.	11:08 - 11:12
M.S.	11:08 - 11:12
Harshaw	11:45 - 11:50
CKE	11:45 - 11:50

Signing in or out for purposes of leave time between these times e.g. (H.S. 11:08 - 11:12) shall constitute 1/2 day. Any leaves not in 1/2 day or full day blocks shall be computed in 1/4 hour intervals as stated in Section 6.112.

## **ARTICLE 11**

### **WORK YEAR**

- 11.1 The bargaining unit member work year shall not exceed 187 days. The District may in addition require the attendance of new bargaining unit members at an orientation day. Should the State Education Department mandate days in excess of 187, the parties agree said extension shall supersede this provision and shall be subject to impact bargaining.

#### **Section 11.2 - Clerical Time**

- 11.21 Bargaining unit members in grades 6-12 may utilize one-half (1/2) day, the last day of the first semester for clerical work subject to the direction of the administration.
- 11.22 Elementary bargaining unit members shall be entitled to utilize days for clerical type work subject to the direction of administration. Said days shall begin upon the completion of the S.E.D. mandated pupil days and one additional day. Said days shall be inclusive of Superintendent Conference Days.

## **ARTICLE 12**

### **BARGAINING UNIT MEMBER EVALUATION**

- 12.1 Prior to the beginning of the yearly evaluation process, bargaining unit members will be notified as to the method, procedure, and frequency of evaluations and who will perform their evaluations. Probationary bargaining unit members will be observed at least twice per year. Said procedure will include an evaluation, conference with

bargaining unit member, suggestions, and how improvement (if needed) may be accomplished.

- 12.2 Said evaluation shall be in writing.
- 12.3 A copy of the evaluation will be forwarded to the bargaining unit member. The evaluation shall be placed in the bargaining unit member's personnel file only after a conference. Employees have the right to submit a written response to the evaluation which will be placed in the personnel file along with the evaluation.
- 12.4 All monitoring or observation of the work performance of a bargaining unit member will be conducted openly with full knowledge of the bargaining unit member.
- 12.5 The District shall maintain a personnel file for each member of the unit. Said file shall be in the Superintendent's office. Employees have the right to review their files upon request to the proper administrator subject to availability of that administrator. Every reasonable effort shall be made to accommodate any written request within twenty-four (24) hours. Each bargaining unit member shall have the right to reproduce information within the file.
- 12.6 No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The bargaining unit member's failure to sign such material within two school days after presentation will be noted by the administrator on the material and it will then be filed and a copy sent immediately to the Association President.

## **ARTICLE 13**

### **RIGHT TO REPRESENTATION**

All members of the bargaining unit are entitled to have a representative present during meetings with the District which involve the discipline of said employee. When such is the intent of the district the employee shall be so notified at the time the meeting is called.

# ARTICLE 14

## COMPENSATION

### Section 14.1 - Salary Schedules

14.11

1998-99 SALARY SCHEDULE								
STEP	BA	BA+30	MA	BA+60	MA+30	BA+90	MA+60	STEP
1	31,171	32,300	32,877	33,468	34,109	34,474	34,979	1
2	31,425	32,553	33,130	33,719	34,362	34,727	35,232	2
3	31,679	32,806	33,383	33,970	34,615	34,980	35,485	3
4	31,932	33,058	33,637	34,222	34,869	35,232	35,737	4
5	32,185	33,311	33,890	34,472	35,121	35,484	35,989	5
6	32,438	33,565	34,142	34,723	35,374	35,736	36,242	6
7	32,691	33,817	34,396	34,975	35,628	35,988	36,494	7
8	32,944	34,069	34,648	35,225	35,881	36,241	36,746	8
9	33,196	34,324	34,902	35,477	36,134	36,492	37,002	9
10	33,471	34,598	35,178	35,754	36,412	36,770	37,275	10
11	33,747	34,875	35,452	36,029	36,687	37,045	37,552	11
12	34,050	35,173	35,754	36,330	36,985	37,346	37,853	12
13	34,374	35,502	36,079	36,656	37,314	37,671	38,180	13
14	35,314	36,441	37,017	37,593	38,251	38,613	39,120	14
15	36,251	37,378	37,958	38,534	39,194	39,552	40,058	15
16	37,188	38,314	38,895	39,470	40,128	40,485	40,994	16
17	38,125	39,253	39,831	40,407	41,066	41,426	41,932	17
18	39,064	40,190	40,769	41,264	41,954	42,397	42,960	18
19	39,999	41,127	41,704	42,119	42,839	43,361	43,987	19
20	40,938	42,063	42,642	43,057	43,787	44,353	45,012	20
21	41,926	43,055	43,633	44,228	44,981	45,763	46,507	21
22	42,665	43,845	44,482	45,093	45,903	46,599	47,364	22
23	43,870	45,114	45,674	46,335	47,181	47,898	48,699	23
24	45,076	46,381	46,956	47,657	48,553	49,301	50,136	24
25	46,175	47,557	48,138	48,877	49,812	50,608	51,488	25
26	47,917	49,323	49,675	50,875	51,480	52,598	53,600	26
27	49,062	50,499	51,040	52,300	52,978	54,028	55,109	27
28	50,208	51,675	52,411	53,744	54,463	55,482	56,620	28
29	51,355	52,855	53,794	55,173	55,961	56,929	58,129	29
30	52,500	54,028	55,165	56,609	57,464	58,379	59,653	30
31	53,708	55,246	56,575	58,057	59,004	59,668	61,185	31

All those teachers off the salary schedule shall receive a salary increase of 3%, exclusive of any new graduate hours earned.



1999-2000 SALARY SCHEDULE								
STEP	BA	BA+30	MA	BA+60	MA+30	BA+90	MA+60	STEP
1	31,844	33,008	33,602	34,213	34,871	35,247	35,767	1
2	32,106	33,269	33,863	34,472	35,132	35,508	36,028	2
3	32,368	33,530	34,124	34,731	35,393	35,769	36,289	3
4	32,629	33,790	34,384	34,989	35,653	36,029	36,550	4
5	32,890	34,050	34,646	35,249	35,915	36,289	36,809	5
6	33,151	34,310	34,907	35,506	36,175	36,549	37,069	6
7	33,411	34,572	35,166	35,765	36,435	36,808	37,329	7
8	33,672	34,832	35,428	36,024	36,697	37,068	37,589	8
9	33,932	35,091	35,687	36,282	36,957	37,328	37,848	9
10	34,192	35,354	35,949	36,541	37,218	37,587	38,112	10
11	34,475	35,636	36,233	36,827	37,504	37,873	38,393	11
12	34,759	35,921	36,516	37,110	37,788	38,156	38,679	12
13	35,072	36,228	36,827	37,420	38,095	38,466	38,989	13
14	35,405	36,567	37,161	37,756	38,433	38,801	39,325	14
15	36,373	37,534	38,128	38,721	39,399	39,771	40,294	15
16	37,339	38,499	39,097	39,690	40,370	40,739	41,260	16
17	38,304	39,463	40,062	40,654	41,332	41,700	42,224	17
18	39,269	40,431	41,026	41,619	42,298	42,669	43,190	18
19	40,236	41,396	41,992	42,502	43,213	43,669	44,249	19
20	41,199	42,361	42,955	43,383	44,124	44,662	45,307	20
21	42,166	43,325	43,921	44,349	45,101	45,684	46,362	21
22	43,184	44,347	44,942	45,555	46,330	47,136	47,902	22
23	43,945	45,160	45,816	46,446	47,280	47,997	48,785	23
24	45,186	46,467	47,044	47,725	48,596	49,335	50,160	24
25	46,428	47,772	48,365	49,087	50,010	50,780	51,640	25
26	47,560	48,984	49,582	50,343	51,306	52,126	53,033	26
27	49,355	50,803	51,165	52,401	53,024	54,176	55,208	27
28	50,534	52,014	52,571	53,869	54,567	55,649	56,762	28
29	51,714	53,225	53,983	55,356	56,097	57,146	58,319	29
30	52,896	54,441	55,408	56,828	57,640	58,637	59,873	30
31	54,075	55,649	56,820	58,307	59,188	60,130	61,443	31

All those teachers off the salary schedule shall receive a salary increase of 3%, exclusive of any new graduate hours earned.

<b>2000-01 SALARY SCHEDULE</b>								
<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>STEP</b>
1	32,932	34,097	34,691	35,304	35,960	36,336	36,856	1
2	33,194	34,358	34,952	35,563	36,221	36,597	37,117	2
3	33,456	34,619	35,213	35,822	36,482	36,858	37,378	3
4	33,718	34,880	35,474	36,081	36,743	37,119	37,639	4
5	33,979	35,140	35,734	36,339	37,003	37,379	37,900	5
6	34,240	35,400	35,996	36,599	37,265	37,639	38,159	6
7	34,501	35,660	36,257	36,856	37,525	37,899	38,419	7
8	34,761	35,922	36,516	37,115	37,785	38,158	38,679	8
9	35,022	36,182	36,778	37,374	38,047	38,418	38,939	9
10	35,282	36,441	37,037	37,632	38,307	38,678	39,198	10
11	35,542	36,704	37,299	37,891	38,568	38,937	39,462	11
12	35,825	36,986	37,583	38,177	38,854	39,223	39,743	12
13	36,109	37,271	37,866	38,460	39,138	39,506	40,029	13
14	36,422	37,578	38,177	38,770	39,445	39,816	40,339	14
15	36,755	37,917	38,511	39,106	39,783	40,151	40,675	15
16	37,723	38,884	39,478	40,071	40,749	41,121	41,644	16
17	38,689	39,849	40,447	41,040	41,720	42,089	42,610	17
18	39,654	40,813	41,412	42,004	42,682	43,050	43,574	18
19	40,619	41,781	42,376	42,969	43,648	44,019	44,540	19
20	41,586	42,746	43,342	43,852	44,563	45,019	45,599	20
21	42,549	43,711	44,305	44,733	45,474	46,012	46,657	21
22	43,516	44,675	45,271	45,699	46,451	47,034	47,712	22
23	44,534	45,697	46,292	46,905	47,680	48,486	49,252	23
24	45,295	46,510	47,166	47,796	48,630	49,347	50,135	24
25	46,536	47,817	48,394	49,075	49,946	50,685	51,510	25
26	47,778	49,122	49,715	50,437	51,360	52,130	52,990	26
27	48,910	50,334	50,932	51,693	52,656	53,476	54,383	27
28	50,705	52,153	52,515	53,751	54,374	55,526	56,558	28
29	51,884	53,364	53,921	55,219	55,917	56,999	58,112	29
30	53,064	54,575	55,333	56,706	57,447	58,496	59,669	30
31	54,246	55,791	56,758	58,178	58,990	59,987	61,223	31

All those teachers off the salary schedule shall receive a salary increase of \$1350 exclusive of any new graduate hours earned.

- 14.12 Between columns graduate hours shall be paid at \$75 for every block of three (3) graduate hours earned after 7/1/87.
- 14.13 Inservice credits shall be paid at the same rate as graduate credit hours provided prior district approval is secured. Unit member's who have exceeded 30 inservice credit hours may take additional inservice hours with the approval of the Superintendent or Assistant Superintendent. These hours will be paid as a one time stipend, not part of the base salary, at a rate of \$75 for each three (3) inservice

credits. This clause is not retroactive to unit employees who have exceeded 30 inservice credits prior to this agreement or July 1, 1995.

- 14.14 Part-time secondary teachers, with the exception of special ed and remedial teachers, shall be paid based upon the number of daily classes taught divided by six (6). Part-time elementary teachers shall be paid on the percentage of the time worked of a full-time elementary teacher. If a secondary teacher teaches five (5) classes he/she shall be considered full-time.
- 14.15 Substitute teaching shall not be counted towards step placement (units) except for continuous full-time teaching for one-half or more years.
- 14.16 Teachers determined to be paid below step shall be raised to the proper step upon discovery and salary pro-rated at that time. Teachers determined to be paid above step shall remain at that step until their experience equals their step.
- 14.17 Section 14.16 is neither intended nor shall be used to grant additional prior credit over and above that which was granted at the time of hiring.
- 14.2 Employees covered by this agreement shall be paid bi-weekly on either a 42 (or 43 week depending on the calendar) week payment method or a 50 (or 51 week depending on the calendar) week payment method. The first check of the school year shall be calculated on a 200-day calendar basis for the number of days worked prior to payment. The remaining payments shall be as near equal as possible. Employees selecting the 50 (51) week payment method will receive their final check equal to ten (10) weeks of salary (final pay plus eight (8) additional weeks). Selection of either option will be made by August 15 prior to each school year with the exception of new bargaining unit members hired after this date and cannot be changed without the approval of the Superintendent for the remainder of the year. The method previously used will automatically be used for each employee unless the change is elected by August 15.
- 14.3 Home teaching and Detention will be paid at the rate of \$28.10 per hour for 1998-99 (\$28.94 per hour for 1999-00 and \$29.81 per hour for 2000-01).
- 14.4 When the use of an employee's personal automobile is authorized by an administrator, mileage will be paid at the rate of \$.30 per mile.

## Section 14.5 - Extra-Curricular

### 14.51 Extra-Curricular Salaries

EXTRA-CURRICULAR SALARIES	1998-99	99-2000	2000-01
SENIOR CLASS ADVISOR	\$1,566	\$1,613	\$1,661
JUNIOR CLASS ADVISOR	\$1,296	\$1,335	\$1,375
SOPHOMORE CLASS ADVISOR	\$484	\$499	\$514
FRESHMAN CLASS ADVISOR	\$484	\$499	\$514
WINTERGUARD BANNER INSTRUCTION	\$779	\$802	\$826
WINTERGUARD DIRECTOR	\$1,652	\$1,702	\$1,753
WINTERGUARD INSTRUCTOR (RIFLE)	\$779	\$802	\$826
MARCHING BAND COLORGUARD INSTRUCTION	\$1,137	\$1,171	\$1,206
HIGH SCHOOL YEARBOOK ADVISOR	\$3,300	\$3,399	\$3,501
MIDDLE SCHOOL YEARBOOK ADVISOR	\$787	\$811	\$835
ASST. MIDDLE SCHOOL YEARBOOK ADVISOR	\$391	\$403	\$415
HIGH SCHOOL STUDENT COUNCIL ADVISOR	\$828	\$853	\$879
MIDDLE SCHOOL STUDENT COUNCIL ADVISOR	\$828	\$853	\$879
DRAMA ADVISOR	\$3,304	\$3,403	\$3,505
DRAMA CLUB ASSISTANT	\$1,100	\$1,133	\$1,167
BAND DIRECTOR	\$3,006	\$3,096	\$3,189
HONOR SOCIETY ADVISOR	\$571	\$588	\$606
SPIRIT OF 76	\$2,411	\$2,483	\$2,557
TECHNOLOGY CLUB	\$1,283	\$1,321	\$1,361
CHORAL DIRECTOR	\$557	\$574	\$591
SADDs ADVISOR	\$598	\$616	\$634
MODEL UN ADVISOR	\$545	\$561	\$578
MOCK TRIAL COACH	\$545	\$561	\$578
HEALTH CAREER ADVISOR	\$545	\$561	\$578
WINTERGUARD ADVISOR	\$606	\$624	\$643
BOOKSTORE ADVISOR *	\$545	\$561	\$578
* OR IN LIEU OF DUTY			
HIGH SCHOOL ART CLUB	\$529	\$545	\$561
MIDDLE SCHOOL BUILDERS CLUB	\$529	\$545	\$561
PEER MEDIATION	\$529	\$545	\$561
MIDDLE SCHOOL LIBRARY CLUB	\$529	\$545	\$561
SCHOOL NEWSPAPER ADVISOR	\$212	\$218	\$225

14.52 Any of the above titles that have been inactive for at least three (3) years are subject to renegotiation by the District and Association regarding the stipend and responsibilities.

14.53 Positions listed in Article 14.51 are considered to be bargaining unit work. When vacancies exist employees covered by this agreement will be notified by a posted notice in each building (a copy of which will be sent to the Association President) listing the position, the duties and

the salary. Should there be no applicants or no qualified applicants the administration may appoint an individual from outside the bargaining unit to the job of a period of not longer than the school year.

#### **Section 14.6 - Coaches Salaries**

14.61 Coaches shall be paid based on a formula listed below. The Superintendent's approval is required for the amount of time specified in such formula.

\$206 for 1998-99 -	times number of weeks in the sports
\$212 for 1999-00	season; plus
\$218 for 2000-01	
\$155 for 1998-99 -	times each week of vacation worked prior
\$160 for 1999-00	to the opening of school; plus
\$165 for 2000-01	
\$103 for 1998-99 -	times each week of vacation worked while
\$106 for 1999-00	school is in session (i.e. Christmas,
\$109 for 2000-01	Easter, Thanksgiving); plus
\$60 -	times each year of coaching experience; plus
\$650 -	if the individual is head coach and has supervisory responsibility for a sport (more than one coach in sport)

For purposes of calculating coaches' pay a week shall mean five (5) days. Any pay calculated for less than a week shall be on a per diem basis at a rate of 1/5 of a week's pay, whether it be a pre-season week, vacation week or end of season.

#### **14.62 Prior Coaching**

14.621 A person who has prior coaching experience and changes coaching positions or adds an additional coaching assignment, or returns to coaching shall be given full credit for his/her (sports specific) previous coaching experience (i.e. baseball/softball, girls basketball/boys basketball).

14.622 A person who changes assignment from one sport to an unspecified sport (i.e. football/wrestling, basketball, track, etc.) will be given one-half (1/2) credit for each year of coaching experience.

- 14.623 The individual shall receive the greater of 14.621 or 14.622.
- 14.624 A new head coach coming into the district will be given 1/2 credit for his/her sports specific experience.
- 14.63 If a team qualifies for post season play, the coach(es) as determined by the Superintendent will be paid at a rate of \$32/diem not to exceed \$160/week for practices and contests.
- 14.64 Coaches' pay will begin from the first day of practice until the last contest on the regular schedule. Post season pay will begin after the last regular season contest.
- 14.65 The Athletic Director shall receive a stipend of \$5,318 for 1998-99 (\$5,478 for 1999-00 and \$5,642 for 2000-01).
- 14.66 Save harmless, for this section of the contract only, shall be defined as the salary for the 1995-96 coaching year less any reduction in the number of weeks (times the appropriate amount per week). The salary shall only be increased by the number of years since 1995-96, times the appropriate amount for each year of coaching experience (\$60 for the 1998-2001). Coaches must be returning continuously to the same sport as in 1995-96 to be covered by this save harmless provision.

**Section 14.7 - Department Chairpersons/ Elementary Grade Coordinators**

- 14.71 Elementary Grade Coordinators shall be paid:  
1998-99: \$739  
1999-00: \$761  
2000-01: \$784
- 14.72 Department Chairpersons shall be paid according to the following formula:
- 14.721 5% of his/her base salary, plus;
- 14.722 \$150 per department member in excess of four, plus;
- 14.723 an additional 50% of the "departmental base salary" for each additional department that a chairperson is in charge of, plus \$150 for each person in excess of three in the second (or more) department(s), plus;
- 14.724 \$150 for each additional building above 1.

#### **Section 14.8 - Guidance Counselors, School Psychologists, and Librarians**

- 14.81 Guidance counselors, school psychologists, and librarians shall be paid 1/200 of their salary for each day of work they perform during the months of July and August; excluding summer school teaching, which shall be paid at the agreed to summer school rate.
- 14.82 During the months of September and/or June, should the counselors be required to work days before or after the scheduled work year they will be compensated by 1/200 of their annual salary.

#### **Section 14.9 - Non-Resident Tuition**

The District will charge tuition for non-resident teachers' children attending Chenango Forks Central Schools. The annual tuition will be \$300 per student to a maximum of \$900 per family. With the exception of the dollar amount, Board policy #5152 will dictate all other terms and conditions of non-resident attendance. If the Board establishes a general non-resident tuition amount lower than that listed above, an adjustment to the lower amount will be made.

### **ARTICLE 15**

#### **EARLY RETIREMENT INCENTIVE**

- 15.1 Retirement at the end of the first school year in which the employee is eligible for full (non-diminished) retirement.
- 15.2 Written notice by January 1 in the year of retirement.
- 15.3 Payment as follows:
- a) \$5,000 base payment for early retirement
  - b) \$10 for each unused accumulated sick leave day
  - c) An additional \$5 per day for employees with at least fifteen (15) years service in the district.
  - d) For each of the last ten (10) school years in which employee had no more than four (4) days total absence, an additional \$10 per day will be paid for unused sick days accumulated over the last 10 years.
  - e) Lump sum payment to be made by October 1st or equal payments in the year of retirement.
- 15.4 The parties agree to the following clarifications of intent regarding Article 15, Early Retirement Incentive:

- 15.41 For the purposes of Section 15.3.d) only "unused sick days accumulated" shall be the unused sick days and unused personal days (up to the maximum of three as per 6.44) of the last ten years, regardless of whether or not the teacher has reached the 250 day maximum of 6.13.
- 15.42 "Absences" under 15.3.d) are considered to be sick days, personal days, unauthorized leave or unpaid leave.
- 15.43 The accumulation referred to in 15.3.d) shall be for the qualifying years only.
- 15.5 Employees whose birthday of their first eligible year of this retirement incentive falls on or between July 1 and August 31 shall have the option of retiring under this provision in either the prior year or the following year subject to the same notice as other employees.

## **ARTICLE 16**

### **LONG-TERM SUBSTITUTES**

- 16.1 Definition: A long-term substitute is one who will be employed to fill in for a regular bargaining unit member who will be on a leave of absence for at least ninety (90) days and who is expected to return.
- 16.2 Salary: Long-term substitutes shall be paid no less than the starting BA rate.
- 16.3 Long-term substitutes shall be covered by the following articles in the Agreement: 1, 2, 3, 4, 5.1, \*6.1, 6.2, \*6.4, 7, 8 (if hired as a long-term substitute), 9, 10, 11, 12, 13, 14.5, 14.6, and 17.

\*Long-term substitutes are entitled to the sick leave and personal leave as called for in the Agreement but on a pro-rated basis to days worked and on an earned basis. In the event a long-term substitute uses this leave before it is earned, his/her salary will reflect a reduction for that/those days. However, once the "leave time" is earned the employee will be fully compensated for the previously used days.



**ARTICLE 17**  
**SCHOOL NURSES**

17.1 ARTICLE 2 thru 5

(remain as per teachers' contract)

17.2 ARTICLE 6 - ABSENCES AND LEAVES

6.11 not applicable

6.111 not applicable

6.112

The use of time for any leave provision shall be computed in  
1/4 hour periods.

6.13 not applicable

6.131

sick leave for nurses can accumulate to 200 days.

6.41 not applicable

6.411

Nurses shall receive 2 personal days, with reason, the first three  
years of employment. Upon being appointed to a fourth year,  
nurses will receive two additional days, with reason, or a total of  
four personal days.

6.45

Nurses who retire (not resign or be terminated) and give  
notification by January 1 of the year he/she is first eligible to retire  
shall be entitled to a payment of ten dollars for each accumulated  
sick leave day.

6.7 not applicable

17.3 ARTICLE 7 - DISCHARGE - not applicable.

The following language instead applies:

No nurse shall be dismissed without being granted the opportunity of a full Board of Education hearing or the exercise of their rights under Civil Service Dismissal Procedures. The Nurse will elect EITHER the option of a full Board of Education hearing OR Civil Service Dismissal Rights.

17.4 ARTICLE 9 - CLASS SIZE

not applicable

17.4 ARTICLE 10 - WORKDAY

10.11 not applicable

10.12 not applicable

10.3 not applicable

10.41 not applicable

10.42 not applicable

10.43 not applicable

10.44

Workday for nurses shall be:

Primary School	8 hours
Elementary School	7 hours
Middle School	7 hours
High School	8 hours
Exclusive of 30 minutes for lunch	

17.5 ARTICLE 11 - WORKYEAR

11.1 Not applicable

11.2

Nurses workyear shall be as follows:

Primary School	182 days + 7 paid holidays
Elementary School	182 days + 7 paid holidays
Middle School	182 days + 7 paid holidays
High School	185 days + 7 paid holidays

The assigned days will be worked between September 1 and June 30 and must cover all days that students are in

attendance. With the approval of the building principal, or his or her designee, additional days needed will be paid at the regular hourly rate.

11.2 not applicable

17.6 ARTICLE 14 - COMPENSATION

14.01

Nurses shall receive a salary increase as follows:

1998-99: 3%

1999-00: 3%

2000-01: 3%

14.02

Overtime for nurses shall be paid at the rate of 1.5 times the hourly rate for all hours worked over 40 hours in a work week.

14.021

Overtime for nurses must be approved by the building principal or his/her designee, except in an emergency situation.

14.022

Nurse new hires shall be paid at the rate of:

1998-99: \$12.16/hr

1999-00: \$12.53/hr

2000-01: \$12.91/hr

14.1 not applicable

14.2 not applicable

14.21

Nurses shall maintain a time card and will be paid bi-weekly.

14.3 not applicable

14.7 not applicable

14.8 not applicable

14.9 not applicable

17.7 ARTICLE 16 - LONG TERM SUBSTITUTES

16.2 not applicable

16.21

Long term nurse substitutes shall be paid 90% of the starting salary.

17.8 ARTICLE 17.8 - PAID HOLIDAYS

Nurses shall be paid for 7 of the following holidays. Nurses as a group will choose the 7 paid holidays.

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day

17.9 All articles and or subdivisions not specifically mentioned or altered above shall in fact be applicable to the school nurses.

**ARTICLE 18**

**CONCLUSION**

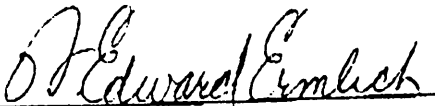
18.1 The provisions of this contract shall supersede any rules, regulations, or practice of the District which shall be contrary to or inconsistent with its terms.

18.2 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

18.3 Duration

July 1, 1998 through June 30, 2001.

By   
President  
Chenango Forks TA

By   
Superintendent  
Chenango Forks CSD

Dated this 30 day of June, 1998